

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

FIRST PIONEER FARM CREDIT,)	
)	
Plaintiff,)	
v.)	CIVIL ACTION
)	NO. 04-12508 GAO
FIRST PIONEER CREDIT UNION,)	
)	
Defendant.)	

CONSENT JUDGMENT AND STIPULATION OF SETTLEMENT

This matter having come before the Court upon the joint application of Edwards Angell Palmer & Dodge LLP, attorneys for the plaintiff First Pioneer Farm Credit, ACA ("FPFC"), and Peabody & Arnold, LLP, attorneys for the defendant ValleyStone Credit Union, f/k/a First Pioneer Credit Union ("the Credit Union"); it appearing that the parties have settled and resolved the issues and matters set forth in the plaintiff's Complaint; it further appearing that the parties and their counsel have consented to the form, content and entry of this Consent Judgment; and good cause having been shown;

IT IS, on this 31st day of January, 2006,

ORDERED that:

1. Final judgment be and hereby is entered in favor of FPFC and against the Credit Union as follows:

(a) The Credit Union, together with its officers, agents, servants, employees, and those persons in active concert or participation with any of them, are permanently enjoined from:

(i) Using the mark “First Pioneer” in any press release, public statement advertisement (whether print, radio, television or other media), promotion, trade show display or handout, offer for sale or other marketing activity in reference to any product distributed or sold by, or any service performed by or business activity conducted by, the Credit Union;

(ii) Using the mark “First Pioneer” on any loan agreement, application form for any product or service, legal form, or other document or thing provided to any customer or prospective customer concerning any product or service offered, distributed or sold by the Credit Union;

(iii) Using the mark “First Pioneer” in connection with any internal or external signage at any branch, office or other facility owned, leased or otherwise used by the Credit Union;

(iv) Using in any way the mark “First Pioneer” in connection with its domain name and website, including (by way of examples and without limiting the full scope of that prohibition) having that mark appear on any page of the website or within the domain name; using that mark, in whole or in part, in any meta tag; using that mark in any way that would cause the Credit Union’s website to be identified as a result of a search by an Internet use for the term “First Pioneer”; or acquiring or placing any advertising or link on

any web site or Internet Pop-up that identifies the Credit Union or its website based on the search by any Internet user for the term "First Pioneer";

(v) Registering as a trademark or service mark any phrase, graphic or designation that includes the term "First Pioneer"; and

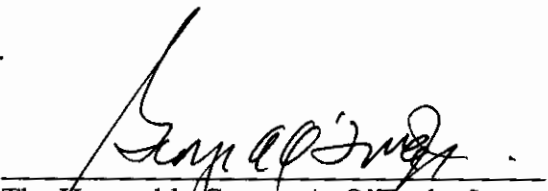
(vi) Using the mark "First Pioneer" in any other manner that the Credit Union knows or should know would be likely to cause confusion as to the origin of its products or services, the affiliation, connection or association of the Credit Union with FPFC, or the sponsorship or promotion by FPFC of any product, service or activity of the Credit Union;

(b) The Credit Union together with its officers, agents, servants, employees, and those persons in active concert or participation with any of them, are further directed to:

(i) immediately destroy all advertising, promotional, or other marketing Materials, brochures, handouts, bank or legal forms, or other documents or things within their possession, custody and control that contain the mark "First Pioneer"; and

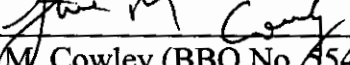
(ii) Replace all debit and credit cards previously issued or distributed to customers or members of the Credit Union using the mark "First Pioneer" with cards that do not use that mark no later than March 31, 2006.

2. In the event a lawsuit is commenced for the alleged breach of this Consent Judgment, the prevailing party in the litigation shall be entitled to an award of reasonable attorney's fees from the non-prevailing party.

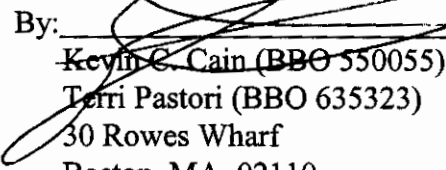

The Honorable George A. O'Toole, Jr.
United States District Judge

We hereby consent to the form, content
and entry of this Consent Judgment:

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LLP
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